

**EXHIBIT A-1**  
**INSURANCE REQUIREMENTS**  
**ARTIST / PERFORMER / EXHIBITOR**

**"WORKERS' COMPENSATION" INSURANCE**

- 1.1 At its own expense, ARTIST / PERFORMER / EXHIBITOR shall obtain, pay for, and maintain for the duration of this Agreement:
- (A) Complete Workers' Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
  - (B) Employer's Liability insurance in an amount not less than:
    - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
    - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
    - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.
- 1.2 ARTIST / PERFORMER / EXHIBITOR shall provide CITY with a "***certificate of insurance***" — on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement's workers' compensation insurance requirements.
- 1.3 CITY shall not be liable to ARTIST's / PERFORMER's / EXHIBITOR's personnel, or anyone ARTIST / PERFORMER / EXHIBITOR directly or indirectly employs or uses, for a claim at law or in equity arising out of ARTIST's / PERFORMER's / EXHIBITOR's failure to comply with this Agreement's workers' compensation insurance requirements.

**EXHIBIT A-2**  
**INSURANCE REQUIREMENTS**  
**ARTIST / PERFORMER / EXHIBITOR**

**"COMMERCIAL GENERAL LIABILITY" OR "BUSINESSOWNERS LIABILITY" INSURANCE**

1.1 At its own expense, ARTIST / PERFORMER / EXHIBITOR shall obtain, pay for, and maintain a "Commercial General Liability" or a "Businessowners Liability" insurance policy on an occurrence basis to fully protect ARTIST / PERFORMER / EXHIBITOR and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives (collectively, "CITY AND ITS REPRESENTATIVES") as additional insureds.

1.2 Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to ARTIST / PERFORMER / EXHIBITOR. If ARTIST / PERFORMER / EXHIBITOR has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy—whichever limit is greater— for bodily injury (including accidental death) to any one person;
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy—whichever limit is greater— for personal and advertising injury to any one person;
- (C) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy—whichever limit is greater— for property damage; and
- (D) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit, or the full aggregate limits of the policy—whichever limit is greater.

1.3 The liability insurance must include all major divisions of coverage and must cover:

- (A) Premises Operations (including Explosion, Collapse, and Underground ["X,C,U"] coverages as applicable);
- (B) Personal and Advertising Injury (with Employer's Liability Exclusion deleted);
- (C) Products and Completed Operations;
- (D) Contractual Liability; and
- (E) Broad Form Property Damage.

1.4 ARTIST / PERFORMER / EXHIBITOR shall provide CITY with a "*certificate of insurance*," an "*additional insured endorsement*," and a subrogation endorsement, "*Waiver of Transfer to Rights of Recovery Against Others*"— on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The "certificate of insurance" and an "additional insured endorsement" must state:

"The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."

**EXHIBIT A-3**  
**INSURANCE REQUIREMENTS**  
**ARTIST / PERFORMER / EXHIBITOR**

**GENERAL REQUIREMENTS**

1.1 At all times, the insurance company issuing the policy must meet all three of these requirements:

- (A) It must be "admitted" insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance's "List of Approved Surplus Line Insurers" ("LASLI");
- (B) It must be domiciled within, and organized under the laws of, a State of the United States; and
- (C) It must carry a minimum A.M. Best Company Financial Strength Rating of "A:VII," or better.

1.2 If the Agreement requires any of the foregoing insurance coverages to remain in force after the Agreement's expiration, ARTIST / PERFORMER / EXHIBITOR shall submit to CITY all certificates and additional insured endorsements evidencing the coverages' continuation.

1.3 A deductible or self-insured retention is subject to CITY's review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

- (A) The amount of the deductible, or self-insured retention, or both;
- (B) Whether a limit of insurance has been lowered by any pending or paid claim; and
- (C) The current limit amount, as lowered by the pending or paid claim.

1.4 Despite any conflicting or contrary provision in ARTIST's / PERFORMER's / EXHIBITOR's insurance policy:

- (A) If ARTIST's / PERFORMER's / EXHIBITOR's insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, "its representatives") as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:
  - (1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and
  - (2) Defend— and pay the costs of defending— CITY, or its representatives, or both;
- (B) ARTIST's / PERFORMER's / EXHIBITOR's insurance is primary;
- (C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over ARTIST's / PERFORMER's / EXHIBITOR's insurance;
- (D) CITY's insurance, or self-insurance, or both, will not contribute with ARTIST's / PERFORMER's / EXHIBITOR's insurance policy;
- (E) ARTIST / PERFORMER / EXHIBITOR and ARTIST's / PERFORMER's / EXHIBITOR's insurance company waive— and shall not exercise— any right of recovery or subrogation that ARTIST / PERFORMER / EXHIBITOR or the insurer may have against CITY, or its representatives, or both;
- (F) ARTIST's / PERFORMER's / EXHIBITOR's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability;
- (G) ARTIST's / PERFORMER's / EXHIBITOR's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and

- (H) CITY is not liable for a premium payment or another expense under ARTIST's / PERFORMER's / EXHIBITOR's policy.

1.5 At any time during the duration of this Agreement, CITY may do any one or more of the following:

- (A) Review this Agreement's insurance coverage requirements; or
- (B) Require that ARTIST / PERFORMER / EXHIBITOR:
  - (1) Obtain, pay for, and maintain more or less insurance depending on CITY's assessment of any one or more of the following factors:
    - (a) CITY's risk of liability or exposure arising out of, or in any way connected with, the use, operation, activity, or event of ARTIST / PERFORMER / EXHIBITOR under this Agreement;
    - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the use, operation, activity, or event of ARTIST / PERFORMER / EXHIBITOR under this Agreement; or
    - (c) The availability, or affordability, or both, of increased liability insurance coverage;
  - (2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or
  - (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suit arising out of this Agreement.

1.6 ARTIST / PERFORMER / EXHIBITOR shall maintain the insurance policy without interruption, from the Agreement's starting date to the Agreement's ending date, or until a date that CITY specifies for any coverage that ARTIST / PERFORMER / EXHIBITOR must maintain.

1.7 ARTIST's / PERFORMER's / EXHIBITOR's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

1.8 ARTIST / PERFORMER / EXHIBITOR shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, ARTIST / PERFORMER / EXHIBITOR shall deliver to CITY evidence of the required coverage as proof that ARTIST's / PERFORMER's / EXHIBITOR's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

1.9 At any time, upon CITY's request, ARTIST / PERFORMER / EXHIBITOR shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising ARTIST's / PERFORMER's / EXHIBITOR's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.

1.10 If ARTIST / PERFORMER / EXHIBITOR hires, employs, or uses a Subcontractor to provide or conduct work, services, operations, activities, or events on ARTIST's / PERFORMER's / EXHIBITOR's behalf, ARTIST / PERFORMER / EXHIBITOR shall ensure that the Subcontractor:

- (A) Meets, and fully complies with, this Agreement's insurance requirements;
- (B) Delivers to CITY— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and
- (C) Furnishes CITY, at any time upon its request, with a complete copy of the Subcontractor's insurance policy or policies for CITY's review, or approval, or both.

1.11 ARTIST's / PERFORMER's / EXHIBITOR's failure to comply with an insurance provision in this Agreement constitutes a violation and breach upon which CITY may immediately revoke, suspend, cancel, void, or terminate ARTIST's / PERFORMER's / EXHIBITOR's Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, ARTIST / PERFORMER / EXHIBITOR shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe ARTIST / PERFORMER / EXHIBITOR.

**EXHIBIT A-4**  
**INSURANCE REQUIREMENTS**  
**ARTIST / PERFORMER / EXHIBITOR**

**ARTIST'S / EXHIBITOR'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS**

1.1 ARTIST / PERFORMER / EXHIBITOR shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When ARTIST / PERFORMER / EXHIBITOR signs and delivers the Agreement to CITY, ARTIST / PERFORMER / EXHIBITOR also shall deliver:

- (A) A "certificate of insurance" for each required liability insurance coverage;
- (B) An additional insured endorsement for Commercial General Liability coverage or Businessowners Liability coverage, unless this Agreement does not require ARTIST / PERFORMER / EXHIBITOR to obtain and maintain Commercial General Liability coverage or Businessowners coverage;
- (C) A subrogation endorsement, "**Waiver of Transfer to Rights of Recovery Against Others,**" for Commercial General Liability coverage or Businessowners Liability coverage; and
- (D) A "certificate of insurance" for Workers' Compensation insurance; or  
If ARTIST / PERFORMER / EXHIBITOR is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or  
If ARTIST / PERFORMER / EXHIBITOR is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form.

1.2 CITY will not sign this Agreement until the City Attorney or City's Risk Manager has reviewed and approved the insurance documents. CITY's decision as to the acceptability of all insurance documents is final. Unless ARTIST / PERFORMER / EXHIBITOR obtains CITY's written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

**INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION**

2.1 This Agreement's insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions of the Agreement; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions of the Agreement.